



Federal Election Commission
Washington, DC 20463

Case Number: ADR 046A
Source MUR 5131
Case Name: Ensign for Senate Committee
and Linzel Louise McBride, Treasurer

NEGOTIATED SETTLEMENT

This matter was initiated by a signed, sworn and notarized complaint filed by Richard Daly. Following review of the matter, and in an effort to promote compliance with the Federal Election Campaign Act of 1971, as amended, ("FECA") and resolve this matter, the Federal Election Commission ("Commission") entered into negotiations with Alex N. Vogel, General Counsel, National Republican Senatorial Committee, representing the Ensign for Senate Committee and Linzel Louise McBride, Treasurer ("respondents"). It is understood that this agreement will have no precedential value relative to any other matters coming before the Commission.

Negotiations between the Commission and respondents addressed the issues raised in this complaint. The parties agree to resolve the matter according to the following terms:

1. The Commission entered into this agreement as part of its responsibility for administering the FECA, and in an effort to promote compliance on the part of respondents. The Commission's use of alternative dispute resolution procedures (ADR) is authorized in "The Administrative Dispute Resolution Act of 1996," 5 U.S.C. § 572 and is an extension of 2 U.S.C. § 437g.
2. Respondents voluntarily enter into this agreement with the Commission.
3. Complainant alleges respondents accepted in-kind contributions from corporations through the corporations' display of campaign signs without the proper political action committee participation and sponsorship. Complainant further alleges that campaign signs were placed on corporate property along city streets for display to the general public.
4. The FECA prohibits contributions and expenditures by a corporation in connection with a Federal election. 2 U.S.C. § 441b(a); 11 C.F.R. § 114.2(b). The term "contribution" (or "expenditure") is defined to include "any direct or indirect payment, distribution, loan, advance, deposit, or gift of money, or any services, or anything of value ... to any candidate, campaign committee, or political party or organization," in connection with any Federal election. 2 U.S.C. § 441b(b)(2); 11 C.F.R. § 114.1(a)(1). *See also* 2 U.S.C. §§ 431(8)(A)(i) and (9)(A)(i); 11 C.F.R. §§ 100.7(a)(1) and 100.8(a)(1). The phrase "anything of value" includes goods or services provided without charge, or at

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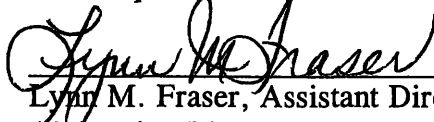
less than usual and normal charge. Examples of such goods or services include, but are not limited to advertising. 11 C.F.R. §§ 100.7(a)(1)(iii)(A) and 100.8(a)(1)(iv)(A).

5. Respondents acknowledge that while some campaign signs were improperly placed on property owned by corporations, the respondents had no specific knowledge that corporations allowed campaign signs to be placed or displayed on corporate property. Respondents assert that no request was made to place or display campaign signs on the properties in question.
6. Respondents, in order to resolve this matter and to avoid similar situations in the future agree to (a) confirm that a member of respondents' staff has been designated as the FEC compliance officer to supervise the dissemination of information and train staff and volunteers to ensure compliance with the FECA; and, (b) ensure that the aforementioned compliance officer will attend a FEC sponsored seminar for candidate committees during the twelve months following the effective date of this agreement.
7. The parties agree that if Respondents fail to comply with the terms of this settlement, the Commission may undertake civil action in the U.S. District Court for the District of Columbia to secure compliance.
8. This agreement shall become effective on the date signed by all parties and approved by the Commission. Respondent shall comply with the terms of the settlement within thirty (30) days from the effective date of this agreement, with the exception of term (b) in paragraph 6 above.
9. This Negotiated Settlement constitutes the entire agreement between the Ensign for Senate Committee and Linzel Louise McBride, Treasurer, and the FEC on ADR 046 (MUR 5131) and effectively resolves this matter as to these respondents. No other statement, promise or agreement, either written or oral, made by either party, not included herein, shall be enforceable.

FOR THE COMMISSION:

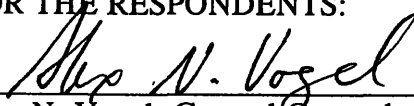
Allan D. Silberman, Director
Alternative Dispute Resolution Office

By:


Lynn M. Fraser, Assistant Director
Alternative Dispute Resolution Office

10/10/02
Date Signed

FOR THE RESPONDENTS:


Alex N. Vogel, General Counsel
National Republican Senatorial Committee
Counsel for Respondents

4/9/02
Date Signed

11-20-02-520-61-22